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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 WESTERN INTERNATIONAL
11 SECURITIES, INC.,

12 Plaintiff,

13 vs.

14 CONTINENTAL CASUALTY
15 COMPANY,

16 Defendant.
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Case No. 2:24-cv-04291 DDP (Ex)

**~~PROPOSED~~ ORDER ON
STIPULATED PROTECTIVE
ORDER**

Judge: Dean D. Pregerson
Ctrm: 9C

Complaint Filed: May 23, 2024
Trial Date: November 4, 2025

1 The Court has considered the Parties' Stipulated Protective Order . Good cause
2 appearing therefor, the Court hereby ORDERS:

3
4 1. PURPOSES AND LIMITATIONS

5 Disclosure and discovery activity in this action are likely to involve production
6 of confidential, proprietary, or private information for which special protection from
7 public disclosure and from use for any purpose other than prosecuting this litigation
8 may be warranted. Accordingly, Plaintiff WESTERN INTERNATIONAL
9 SECURITIES, INC. and Defendant CONTINENTAL CASUALTY COMPANY (the
10 "Parties") hereby stipulate to and petition the court to enter the following Stipulated
11 Protective Order. The Parties acknowledge that this Order does not confer blanket
12 protections on all disclosures or responses to discovery and that the protection it affords
13 from public disclosure and use extends only to the limited information or items that are
14 entitled to confidential treatment under the applicable legal principles. The Parties
15 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
16 Order does not entitle them to file confidential information under seal; Civil Local Rule
17 79-5 sets forth the procedures that must be followed and the standards that will be
18 applied when a party seeks permission from the court to file material under seal.

19 2. DEFINITIONS

20 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
21 information or items under this Order.

22 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how
23 it is generated, stored or maintained) or tangible things that qualify for protection under
24 Federal Rule of Civil Procedure 26(c).

25 2.3 Counsel (without qualifier): Outside Counsel of Record and House
26 Counsel (as well as their support staff).

1 2.4 Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL.”

4 2.5 Disclosure or Discovery Material: all items or information, regardless of
5 the medium or manner in which it is generated, stored, or maintained (including, among
6 other things, testimony, transcripts, and tangible things), that are produced or generated
7 in disclosures or responses to discovery in this matter.

8 2.6 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
10 expert witness or as a consultant in this action.

11 2.7 House Counsel: attorneys who are employees of a party to this action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 2.8 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
17 this action but are retained to represent or advise a party to this action and have appeared
18 in this action on behalf of that party or are affiliated with a law firm which has appeared
19 on behalf of that party.

20 2.10 Party: any party to this action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this action.

25 2.12 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
28 their employees and subcontractors.

1 2.13 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL.”

3 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
4 from a Producing Party.

5 3. SCOPE

6 The protections conferred by this Stipulation and Order cover not only Protected
7 Material (as defined above), but also (1) any information copied or extracted from
8 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
9 Material; and (3) any testimony, conversations, or presentations by Parties or their
10 Counsel that might reveal Protected Material. However, the protections conferred by
11 this Stipulation and Order do not cover the following information: (a) any information
12 that is in the public domain at the time of disclosure to a Receiving Party or becomes
13 part of the public domain after its disclosure to a Receiving Party as a result of
14 publication not involving a violation of this Order, including becoming part of the
15 public record through trial or otherwise; and (b) any information known to the
16 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
17 disclosure from a source who obtained the information lawfully and under no obligation
18 of confidentiality to the Designating Party, except information provided by or on behalf
19 of a Party. Any use of Protected Material at trial shall be governed by a separate
20 agreement or order.

21 4. DURATION

22 Even after final disposition of this litigation, the confidentiality obligations
23 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
24 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
25 later of (1) dismissal of all claims and defenses in this action, with or without prejudice;
26 and (2) final judgment herein after the completion and exhaustion of all appeals,
27 rehearings, remands, trials, or reviews of this action, including the time limits for filing
28 any motions or applications for extension of time pursuant to applicable law.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this
4 Order must take care to limit any such designation to specific material that qualifies
5 under the appropriate standards. The Designating Party must designate for protection
6 only those parts of material, documents, items, or oral or written communications that
7 qualify – so that other portions of the material, documents, items, or communications
8 for which protection is not warranted are not swept unjustifiably within the ambit of
9 this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations that
11 are shown to be clearly unjustified or that have been made for an improper purpose
12 (e.g., to unnecessarily encumber or retard the case development process or to impose
13 unnecessary expenses and burdens on other parties) expose the Designating Party to
14 sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the mistaken designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this
19 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
20 or ordered, Disclosure or Discovery Material that qualifies for protection under this
21 Order must be clearly so designated before the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) For information in documentary form (e.g., paper or electronic
24 documents, but excluding transcripts of depositions or other pretrial or trial
25 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each
26 page that contains protected material. If only a portion or portions of the material on a
27 page qualifies for protection, the Producing Party also must clearly identify the
28 protected portion(s) (e.g., by making appropriate markings in the margins). A Party or

1 Non-Party that makes original documents or materials available for inspection need not
2 designate them for protection until after the inspecting Party has indicated which
3 material it would like copied and produced. During the inspection and before the
4 designation, all of the material made available for inspection shall be deemed
5 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
6 copied and produced, the Producing Party must determine which documents, or portions
7 thereof, qualify for protection under this Order. Then, before producing the specified
8 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page
9 that contains Protected Material. If only a portion or portions of the material on a page
10 qualifies for protection, the Producing Party also must clearly identify the protected
11 portion(s) (e.g., by making appropriate markings in the margins).

12 (b) for testimony given in deposition proceedings, that the testimony be
13 protected as “CONFIDENTIAL” for fifteen days after the transcript is made available
14 to the Parties, then such designation be removed unless the Designating Party identifies
15 the protected testimony as “CONFIDENTIAL.”

16 (c) for information produced in some form other than documentary and
17 for any other tangible items, that the Producing Party affix in a prominent place on the
18 exterior of the container or containers in which the information or item is stored the
19 legend “CONFIDENTIAL.” If only a portion or portions of the information or item
20 warrant protection, the Producing Party, to the extent practicable, shall identify the
21 protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
23 failure to designate qualified information or items does not, standing alone, waive the
24 Designating Party’s right to secure protection under this Order for such material. Upon
25 timely correction of a designation, the Receiving Party must make reasonable efforts to
26 assure that the material is treated in accordance with the provisions of this Order.

27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
2 designation of confidentiality at any time. Unless a prompt challenge to a Designating
3 Party's confidentiality designation is necessary to avoid foreseeable, substantial
4 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
5 litigation, a Party does not waive its right to challenge a confidentiality designation by
6 electing not to mount a challenge promptly after the original designation is disclosed.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process by providing written notice of each designation it is challenging and
9 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
10 has been made, the written notice must recite that the challenge to confidentiality is
11 being made in accordance with this specific paragraph of the Protective Order. The
12 parties shall attempt to resolve each challenge in good faith and must begin the process
13 by conferring directly (in voice to voice dialogue; other forms of communication are
14 not sufficient) within 14 days of the date of service of notice. In conferring, the
15 Challenging Party must explain the basis for its belief that the confidentiality
16 designation was not proper and must give the Designating Party an opportunity to
17 review the designated material, to reconsider the circumstances, and, if no change in
18 designation is offered, to explain the basis for the chosen designation. A Challenging
19 Party may proceed to the next stage of the challenge process only if it has engaged in
20 this meet and confer process first or establishes that the Designating Party is unwilling
21 to participate in the meet and confer process in a timely manner.

22 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
23 court intervention, the Designating Party shall file and serve a motion to retain
24 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-
25 5, if applicable) within 21 days of the initial notice of challenge or within 14 days of the
26 parties agreeing that the meet and confer process will not resolve their dispute,
27 whichever is earlier. Each such motion must be accompanied by a competent
28 declaration affirming that the movant has complied with the meet and confer

1 requirements imposed in the preceding paragraph. Failure by the Designating Party to
2 make such a motion including the required declaration within 21 days (or 14 days, if
3 applicable) shall automatically waive the confidentiality designation for each
4 challenged designation. In addition, the Challenging Party may file a motion
5 challenging a confidentiality designation at any time if there is good cause for doing so,
6 including a challenge to the designation of a deposition transcript or any portions
7 thereof. Any motion brought pursuant to this provision must be accompanied by a
8 competent declaration affirming that the movant has complied with the meet and confer
9 requirements imposed by the preceding paragraph.

10 The burden of persuasion in any such challenge proceeding shall be on the
11 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
12 to harass or impose unnecessary expenses and burdens on other parties) may expose the
13 Challenging Party to sanctions. Unless the Designating Party has waived the
14 confidentiality designation by failing to file a motion to retain confidentiality as
15 described above, all parties shall continue to afford the material in question the level of
16 protection to which it is entitled under the Producing Party's designation until the court
17 rules on the challenge.

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this case
21 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
22 Material may be disclosed only to the categories of persons and under the conditions
23 described in this Order. When the litigation has been terminated, a Receiving Party must
24 comply with the provisions of section 13 below (FINAL DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a
26 location and in a secure manner that ensures that access is limited to the persons
27 authorized under this Order.
28

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
3 may disclose any information or item designated “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
5 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
6 disclose the information for this litigation;

7 (b) the officers, directors, and employees (including House Counsel) of
8 the Receiving Party to whom disclosure is reasonably necessary for this litigation.

9 (c) Insurers and reinsurers of the Receiving Party to whom disclosure is
10 reasonably necessary for this litigation.

11 (d) Experts (as defined in this Order) of the Receiving Party to whom
12 disclosure is reasonably necessary for this litigation;

13 (e) the court and its personnel;

14 (f) court reporters and their staff, professional jury or trial consultants,
15 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for
16 this litigation;

17 (g) during their depositions, witnesses in the action to whom disclosure is
18 reasonably necessary. Pages of transcribed deposition testimony or exhibits to
19 depositions that reveal Protected Material must be separately bound by the court
20 reporter and may not be disclosed to anyone except as permitted under this Stipulated
21 Protective Order;

22 (h) the author or recipient of a document containing the information or a
23 custodian or other person who otherwise possessed or knew the information.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
25 OTHER LITIGATION OR BY GOVERNMENTAL AGENCY OR
26 REGULATORY BODY

27 If a Party is served with a subpoena or a court order issued in other litigation or
28 a request from a governmental agency or regulatory body (including FINRA) that

1 compels disclosure of any information or items designated in this action as
2 “CONFIDENTIAL,” that Party must, if permitted:

3 (a) promptly notify in writing the Designating Party. Such notification
4 shall include a copy of the subpoena or court order or request;

5 (b) promptly notify in writing the party who caused the request or
6 subpoena or order to issue in the other litigation that some or all of the material covered
7 by the request or subpoena or order is subject to this Protective Order. Such notification
8 shall include a copy of this Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be
10 pursued by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with the
12 request or subpoena or court order shall not produce any information designated in this
13 action as “CONFIDENTIAL” before a determination by the court from which the
14 subpoena or order issued, unless the Party has obtained the Designating Party’s
15 permission. The Designating Party shall bear the burden and expense of seeking
16 protection in that court of its confidential material – and nothing in these provisions
17 should be construed as authorizing or encouraging a Receiving Party in this action to
18 disobey a lawful directive from another court or from a government agency or
19 regulatory body.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
21 IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a
23 Non-Party in this action and designated as “CONFIDENTIAL.” Such information
24 produced by Non-Parties in connection with this litigation is protected by the remedies
25 and relief provided by this Order. Nothing in these provisions should be construed as
26 prohibiting a Non-Party from seeking additional protections.

27 (b) In the event that a Party is required, by a valid discovery request, to
28 produce a Non-Party’s confidential information in its possession, and the Party is

1 subject to an agreement with the Non-Party not to produce the Non-Party's confidential
2 information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-
4 Party that some or all of the information requested is subject to a confidentiality
5 agreement with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the
10 Non-Party.

11 (c) If the Non-Party fails to object or seek a protective order from this court
12 within 14 days of receiving the notice and accompanying information, the Receiving
13 Party may produce the Non-Party's confidential information responsive to the discovery
14 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not
15 produce any information in its possession or control that is subject to the confidentiality
16 agreement with the Non-Party before a determination by the court. Absent a court order
17 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
18 in this court of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
23 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
24 all unauthorized copies of the Protected Material, (c) inform the person or persons to
25 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
26 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
27 that is attached hereto as Exhibit A.
28

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise

entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the Receiving Party may file the information in the public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel and the Parties are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 1/30/25



Charles F. Eick
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on [date] in the
case of *Western International Securities, Inc. v. Continental Casualty Company*, Case
No. 2:24-CV-04291 DDP (MRWX). I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that failure
to so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____